

Regular Meeting of the Board of Trustees - May 12

May 12, 2020

- 1. Opening of Meeting**
- 2. Pledge of Allegiance 7:00 PM**
- 3. Meditation (Moment of Silence)**
- 4. Fiscal Office – Approval of Minutes from April 28, 2020**
- 5. Presentations**
- 6. Public Hearing**
- 7. Citizens Address**
- 8. Administrative Reports**
- 9. Trustees' Report**
- 10. New Business**

Public Safety

- a. Motion to Authorize Department of Fire & EMS Services Contract Renewal
- b. Noise Permit Application
- c. Noise Permit Application

Public Services

Planning & Zoning

- a. Resolution for the Demolition of Property at 3791 Springdale Road
- b. Resolution Declaring Nuisance and Ordering Abatement
- c. Motion To Authorize An RFP And Process For Colerain Township Sidewalk Maintenance Program - Phase 1

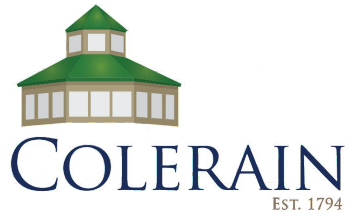
Administration

- a. Resolution Extending the Emergency Declaration in Colerain Township
- b. Resolution Of Necessity For Levying A Tax Exceeding Ten-Mill Limitation For The Fire Department Of The Township

- 11. Old Business**

- 12. Consent Items**

- a. Motion to Authorize the Hiring a Seasonal Fire Hydrant Maintenance Worker – Fire & EMS



13. **Fiscal Office Report**
14. **Adjournment**
15. **Executive Session** – if needed

COLERAIN

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Authorize Department of Fire & EMS Services Contract Renewal

Recommendation to renew the contractual agreement to provide emergency medical first response to the Pleasant Run Farms neighborhood of Springfield Township.

Rationale:

The agreement between Springfield Township and Colerain Township is for the provision of first-responder emergency medical services into Springfield Township's Pleasant Run Farms neighborhood in the annual amounts of: \$75,000.00 from January 1, thru December 31, 2020; \$77,500.00 from January 1, thru December 31, 2021; and \$80,000.00 from January 1, thru December 31, 2022.

**AGREEMENT BETWEEN SPRINGFIELD TOWNSHIP AND COLERAIN TOWNSHIP
REGARDING THE PROVISION OF FIRE/EMS SERVICES IN SPRINGFIELD
TOWNSHIP**

This Agreement (“Agreement”) is made on this ____ day of April, 2020, by and between Colerain Township, Hamilton County Ohio, (hereinafter referred to as “Colerain”) whose address is 4200 Springdale Road, Cincinnati, Ohio 45251 and Springfield Township (hereinafter referred to as “Springfield Township”) whose address is 9150 Winton Road, Cincinnati, Ohio 45231.

Springfield Township desires to provide emergency medical services to a portion of the Township known as a Pleasant Run Farms which is shown on attached Exhibit A (hereinafter referred to as the “area to be served”).

Colerain is comprised of men and women ready, able and properly trained to operate the necessary equipment to provide ALS emergency medical services, to said area to be served.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**Article I
Term of Agreement**

1. Notwithstanding its execution date, the term of this Agreement shall commence on January 1, 2020 and shall continue, unless terminated pursuant to other provisions of this Agreement, in full force and effect until December 31, 2022.
2. This Agreement may be terminated by either party upon ninety (90) days written notice to the other.

**Article II
Services to be Performed Colerain**

3. Colerain shall provide quality “First Responder” ALS (paramedic) emergency medical services to the residents, businesses and visitors of the area to be served. This shall include all necessary equipment and personnel.
4. The Springfield Township Fire Chief, in conjunction with the Colerain Township Fire Chief, shall establish policies and procedures for a response criteria (including stations responsible for response, diversion and dual dispatch), patient care. Colerain will provide a minimum ALS (paramedic) response of one paramedic and one emergency medical technician in accordance with the policies and procedures established by the Springfield Township Fire Chief and the Colerain Township Fire Chief. The vehicle in which the EMS “First Responders” are transported is at the discretion of the Colerain Township Fire Chief. A “paramedic engine” response is acceptable. Engine 109 will be the primary First Responder. If Engine 109 is not

available, Engine 102 will respond. If Engine 102 is not available no other units from Colerain will be dispatched.

5. Upon arrival, Colerain will evaluate scene safety and conduct an initial patient assessment. Colerain will contact Springfield Township via radio and provide patient information along with instructions. Upon arrival, Springfield Township will communicate with the Colerain paramedic to transfer patient care. Colerain will assist with scene management and patient care as necessary. Unless otherwise deemed necessary by Springfield Township and communicated to Colerain, Springfield Township will transport patients. In the event that Springfield Township is unavailable to transport any patient, Colerain will provide the transport pursuant to mutual aid if Colerain is available to do so.
6. Colerain shall, through the Chief of the Fire Department, submit to the Springfield Township a monthly activity report detailing the number and type of calls and dispatch and arrival times. The Activity Report shall be submitted no later than the fifth (5th) day of each month.
7. Springfield Township shall pay all costs associated with dispatching.

Article III

Professional Standards and Contractor Responsibilities

8. Colerain agrees to furnish the services of its organization, to exert its best efforts, and to exercise the appropriate degree of professional skill and competence in performing all services specified in this Agreement and as to any services incidental thereto.
9. Colerain agrees to furnish all tools, equipment, labor and materials necessary to complete the services specified in this Agreement and as to any services incidental thereto.
10. Colerain agrees to ensure that its Fire Department and its Fire Department personnel are in compliance with the National Incident Management System (NIMS). To that end, Colerain shall provide to its Fire Department personnel all required NIMS training and shall require that every member of the Fire Department obtain the required NIMS certifications on an annual basis.

Article IV

Compliance with Applicable Statutes, Ordinances, and Regulations

11. In performing the services required of it under this Agreement, Colerain shall comply with all applicable federal, state, county, and township statutes, ordinances, regulations and resolutions.
12. At all times during the term of this Agreement, Colerain shall comply with the Ohio Revised Code Section 153.59 by ensuring that Colerain and/or any person acting on its behalf does not discriminate in its hiring practices by reason of race, creed, gender, handicap, national origin, ancestry, or color. Colerain shall further comply with the Ohio Revised Code Section 153.59 by ensuring that Colerain and/or any person acting on its behalf does not discriminate against

or intimidate any employee hired for the performance of work under this agreement on account of race, creed, handicap, national origin, ancestry, or color.

13. At all times during the term of this Agreement, Colerain shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission pursuant to Ohio Revised Code Chapter 4123 promptly when due or shall elect to pay compensation directly and contribute to the surplus of the fund as required by law. Colerain agrees that any injury or illness to its personnel or agents resulting from or related to the services provided pursuant to this Agreement shall be, to the extent permitted by law, covered by its worker's compensation policy and managed by its personnel. This paragraph is binding on all contractors and subcontractors that perform work under this Agreement and such compliance is warranted by Colerain. Springfield Township may require Colerain to provide a Certificate of Compliance from the Industrial Commission. If such certificate is required, the failure to provide it to Springfield Township is a breach of this Agreement and grounds for immediate termination of the Agreement.
14. At all times during the term of this Agreement, Colerain shall comply with all applicable Ohio safety regulations.
15. At all times during the term of this Agreement, Colerain shall comply with all applicable federal, state, and township statutes, regulations, ordinances and resolutions pertaining to a drug-free workplace.

Article V **Insurance**

16. In addition to the complete and adequate workers' compensation insurance required by this Agreement, Colerain shall carry general public liability insurance for personal injuries and property damages and also for errors and omissions (wrongful acts) to cover any and all personal-injury or property damage claims arising out of the activities of Colerain in performing the services under this contract. Colerain agrees that it will provide the Springfield Township with a minimum of thirty (30) days' notice prior to any cancellation of such policy. It is acknowledged that the general public liability insurance and the errors and omissions insurance required under this paragraph shall be the primary insurance and that the Springfield Township insurance shall be excess insurance over and above that insurance. All insurance costs required under this paragraph shall be paid by Colerain.
17. It is acknowledged that the risk of loss for all contents and property belonging to Colerain shall be on Colerain which shall purchase and maintain any appropriate or desired insurance coverage relative thereto.

**Article VI
Compensation**

18. Springfield Township shall pay to Colerain from funds in its possession from the operating levy in the Fire District including the area to be served the sum of SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) for 2020, SEVENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$77,500) for 2021, and EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,00.00) for 2022. Springfield Township shall pay each year's sum in three (3) installments on or before February 1st, May 1st, and September 1st of each year as follows:

	2020	2021	2022
February	\$25,000.00	\$25,834.00	\$26,667.00
May	\$25,000.00	\$25,834.00	\$26,667.00
September	\$25,000.00	\$25,832.00	\$26,666.00

19. It is understood and agreed that Colerain will *not* utilize a billing/collection program for emergency medical services provided pursuant to this Agreement. In the event that Colerain performs transportation services outside the scope of this Agreement, it shall perform those services as mutual aid and shall be permitted to utilize the billing program/company of its choice.

**Article VII
Waiver**

20. The failure of Springfield Township and/or Colerain to insist in any one or more instances upon strict compliance with any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of Springfield Township's or Colerain's right to thereafter require strict compliance.

**Article VIII
Termination of Agreement for Cause**

21. In addition to termination as provided in other portions of this Agreement, this Agreement may be terminated by Springfield Township at any time without notice upon the occurrence of one or more of the following events:
- a) In the event Colerain notifies Springfield Township that it no longer retains the personnel or possesses the equipment necessary to fulfill its obligations under this Agreement; or
 - b) In the event Colerain shall fail or refuse to faithfully or diligently perform its obligations under this Agreement; or
 - c) Bankruptcy or insolvency of Colerain; or
 - d) Failure of Colerain to obtain insurance required by this Agreement; or
 - e) In the event that Colerain is found guilty of fraud, dishonesty, or other acts of misconduct in the rendering of professional services.

**Article IX
Governing Law**

22. This Agreement will be governed by and constructed in accordance with the laws of the State of Ohio, and all obligations of the parties created under this Agreement are performable in Hamilton County, Ohio.

**Article X
Parties Bound**

23. This Agreement shall be binding on and inure to the benefit of the parties and their legal successors, if any.
24. This Agreement and the rights, privileges, or duties created hereunder shall not be assigned by either party without the written consent of the other party.

**Article XI
Legal Construction**

25. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**Article XII
Complete Agreement/Prior Agreements Superseded**

26. This Agreement constitutes the sole and only agreement of the parties with respect to the area to be served and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

**Article XIII
Notices**

27. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid, and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for the receipt of the notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated one (1) day after mailing.

Article XIV
Authority to Sign

28. The representative of Colerain whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Colerain to the terms of this Agreement by his signature.
29. The representative of Springfield Township whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Springfield Township to the terms of this Agreement by his signature.

IN WITNESS WHEREOF, the parties herein set their hands at Cincinnati, Ohio, this _____ day of April, 2020.

SPRINGFIELD TOWNSHIP
BOARD OF TRUSTEES

COLERAIN TOWNSHIP
BOARD OF TRUSTEES

By: _____
Christopher D. Gilbert
Township Administrator

By: _____
Geoff Milz
Township Administrator

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the sum of SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) for 2020, SEVENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$77,500) for 2021, and EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,00.00) for 2022 to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose for the current year and will be lawfully appropriated in future years, and is (or will be) in the treasury or in process of collection to the credit of the Fund # _____ , free from any outstanding obligation or encumbrance.

Dan Berning, Fiscal Officer
Springfield Township

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Noise Permit Application

Recommend issuance of a noise permit to Southland Baptist Church for May 23, 2020 from 12pm-7pm for an event being held at Colerain High School (8801 Cheviot Road). This is the Church's first request.

Rationale:

Southland Baptist Church is hosting a concert at the High School for Colerain residents.



COLERAIN
1794 225TH ANNIVERSARY 2019

PERMIT VALID DATE AND TIME (to and from):

5.23-20
12P-7P

Trustees: Matt Wahlert, Raj Rajagopal, Daniel Unger
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

Application for Noise Resolution Permit

**MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT
SCHEDULED BOARD MEETING**

Name of applicant: *SOUTHLAND BAPTIST CHURCH*

Address where event will be held: *COLERAIN H.S.*

Type of event: *CHRISTIAN MUSIC CONCERT*

Date and Time of Event: *MAY 23RD, NOON-7PM*

Contact number for permit holder: *513-237-7830 CELL*
513-851-7449 CHURCH

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: *04-30-2020*

By: *Chief Denny*

Number of issued permits in calendar year: Residential _____ Business *X*

To be placed on Trustee agenda for meeting: *5-12-20* (date of meeting)
5-12-20

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

COLERAIN

PUBLIC SAFETY

Department: Police

Department Head:

Noise Permit Application

Recommend issuance of a blanket noise permit to McDogs Lakeside Saloon, 3611 Bevis Lane, for the period of May 13, 2020 through September 12, 2020 for their Saturday Concert Series. The times of the event are 3pm-7pm. This is the first request from McDogs lakeside Saloon.

Rationale:

This request meets the requirements of the Colerain Township Noise Resolution.



Colerain Police Department • 4200 Springdale Road • Colerain Township, Ohio 45251
 Mark C. Denney, Chief of Police
 www.colerain.org
 Phone (513) 321-COPS (2677) • Fax (513) 245-6603
 Trustees: Raj Rajagopal, Daniel Unger, Matt Wahlert
 Fiscal Officer: Heather E. Harlow
 Administrator: Geoff Milz

Application for Noise Resolution Permit

MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT SCHEDULED BOARD MEETING

NO permit
 FOR
 ADVISED
 5-2-20
 5-9-20

Name of applicant: McDOG'S LAKESIDE SALOON

Address where event will be held: 3611 BEVIS LANE

Type of event: CONCERT SERIES

Date and Time of Event: EACH SATURDAY
3:00-7:00 PM 5/2 thru 9/12/20

Blanket from May 1-October 1 X

Contact number for permit holder: TOM SCHWARTZ
(McDOG'S)
513-479-0592

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: 4-30-2020 / 1345 hrs

By: Chief Denney

Number of issued permits in calendar year: Residential _____ Business X

To be placed on Trustee agenda for meeting: 5/12/20 (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

~~Heather Harlow~~, Fiscal Officer

JEFF BAKER

COLERAIN

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Resolution for the Demolition of Property at 3791 Springdale Road

Recommend approval of a Resolution for the Demolition of Property at 3791 Springdale Road.

Rationale:

3791 Springdale Road has been in the Code Enforcement process since the Fall of 2019. At that time, the single-family dwelling on the site was structurally intact but had significant property maintenance issues which were cited by a Code Enforcement Official. Since that time, the property owner has not made any repairs to the structure. During multiple conversations throughout the Code Enforcement process, the property owner did not indicate an interest in performing the necessary repairs to bring the building into compliance. Staff has been pursuing legal action through Housing Court on behalf of Colerain Township to mitigate the issues on the site.

A recent inspection of the site found a total collapse of the single-family dwelling. The Fire Department conducted an inspection and placarded the collapsed structure. The Fire Department has declared the property a nuisance and, due to the lack of effort from the property owner to mitigate issues prior to the collapse of the structure, Staff is asking the Board of Trustees adopt the resolution to declare the property a nuisance so that the structure on the site can be demolished and the site cleared and brought back to a reasonable condition.

The Township intends on using Community Development Block Grant dollars to cover the cost of the demolition.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 12th day of May, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matt Wahlert

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-2020

RESOLUTION FOR DEMOLITION OF THE PROPERTY AT 3791 SPRINGDALE ROAD

WHEREAS, the property at 3791 Springdale Road, in Colerain Township, (parcel no.: 510-0103-0098-00) the Colerain Township Fire Department found the property to be structurally deteriorating, uninhabitable, unsafe and unsecure in a memorandum dated April, 30 2020 a copy of which is attached as Exhibit A; and

WHEREAS, the conditions on this property are negatively impacting adjacent properties; and

WHEREAS, Ohio Revised Code §505.86 provides that, at least thirty days prior to providing for the removal, repair, or securance of any building or structure which has been declared insecure, unsafe, or structurally defective by the Colerain Township Fire Department, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. The Board specifically finds and hereby determines that the conditions found at 3791 Springdale Road constitute an unsafe and unsecure environment within the meaning of Ohio Revised Code §505.86, rendering the structure uninhabitable and negatively impacting adjacent properties, and the Board directs that notice of this action be given to the owners of the said property and lienholders in the manner required by Ohio Revised Code §505.86; and
2. That the Colerain Township Board of Trustees hereby orders the owners of said property to demolish the house thereon within 30 days after notice of this order is given to the owners and lienholders of record. If said building is not demolished by the said owners, or if no agreement for removal, repair or abatement of conditions on the property is reached between the Township and the owners and lienholders of record within thirty days after notice is given, the Zoning Inspector shall cause the building to be demolished, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code §505.86.
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action

were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. That this Resolution shall be effective at the earliest date allowed by law.

Mr. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Rajagopal _____, Mr. Unger _____, Mr. Wahlert _____

APPROVED this 12th day of May, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of May 12, 2020.

Jeff Baker,
Colerain Township Fiscal Officer

EXHIBIT A

To: Chief Cook

From: Captain Walsh

Re: 3791 Springdale Road

Date: 04/30/2020

On April 24, 2020, a site survey/inspection was conducted on the property/structure located at 3791 Springdale Road to evaluate the property/structure for unsafe conditions.

The structure listed with photo has been become unsafe and a great risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating.

In accordance with ORC Section 505.86(B), *Removal, repair or securance of insecure, unsafe buildings or structures* the Colerain Township Fire Department is declaring this property/structure as unsafe.



PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Resolution Declaring Nuisance and Ordering Abatement

Recommend approval of a Resolution declaring nuisance and ordering abatement.

Rationale:

This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

2800 Byrneside
2620 Cornwall
2272 Miles
8806 Nabida
9521 Pulver
3264 Struble
9743 Dunraven
9832 Dunraven
7681 Livingston
9924 Loralinda
2474 Roosevelt
8906 Summer Crest

All properties that are abated by the Township will have their property taxes assessed in order to reimburse the Township for the abatement services. This resolution and the Township's abatement process comport with the Ohio Revised Code for nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 12th day of May, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
2800 Byrneside	510-0074-0041-00
2620 Cornwall	510-0053-0357-00
2272 Miles	510-0051-0116-00
8806 Nabida	510-0342-0013-00
9521 Pulver	510-0052-0137-00
3264 Struble	510-0123-0073-00
9743 Dunraven	510-0041-0192-00
9832 Dunraven	510-0041-0229-00
7681 Livingston	510-0211-0016-00
9924 Loralinda	510-0112-0203-00
2474 Roosevelt	510-0031-0438-00
8906 Summer Crest	510-0201-0081-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control or removal of any vegetation, garbage, refuse or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; therefore

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;

2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. That this Resolution shall be effective at the earliest date allowed by law.

Mr. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Rajagopal _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this 12th day of May, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer
this 12th day of May, 2020.

Jeff Baker
Colerain Township Fiscal Officer

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Motion To Authorize An RFP And Process For Colerain Township Sidewalk Maintenance Program - Phase 1
Recommend adoption of a motion to issue the proposed RFP and process for Colerain Township Sidewalk Maintenance Program.

Rationale:

Colerain Township's Sidewalk Maintenance Program has been created to repair and maintain Colerain Township's neighborhood sidewalks.

Colerain Township is allowing property owners the choice to repair the sidewalks at their own accord with an approved permit, or allow Colerain Township to perform the repair work and assess the owner's property taxes over five years.

The majority of the existing sidewalks located in Colerain Township were initially built during the same time the adjoining streets and homes were constructed. After several decades, these sidewalks require repair. The Sidewalk Maintenance Program is a yearly revolving project with the intent to complete repairs on all Colerain Township sidewalks.

There are two (2) areas that the program focuses on. They are located in the Northbrook and Groesbeck neighborhoods, approximately 1.5 miles apart. Both areas were chosen due to their proximity to crucial Township assets, including schools, libraries, and commercial destinations.

Staff determined that it would be in the best interest to cancel the solicitation and reject all proposals submitted through the prior RFP process as it was discovered during the evaluation that the RFP project specifications and required documents were not sufficient. The amended RFP is comprehensive of all required documentation and specifications necessary to select a vendor to complete the project.

The intent is to have a contract for consideration at the June 23, 2002 Board of Trustee meeting.

Request for Bids

“Sidewalk Maintenance Program – Phase 1”

Colerain Township, Ohio

Deadline for submission:
June 5, 2020 – 2pm

Inquires sent to:

“Sidewalk Maintenance Program – Phase 1”
ATTN: Chris Cavallaro
Colerain Township Planning, Zoning, and Code Enforcement
4200 Springdale Rd.
Cincinnati, OH 45251



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I. Invitation

Colerain Township, OH, is requesting responses to this Request for Bids to enter into a contract with a sidewalk repair contractor to provide repair and replacement of sidewalks in Colerain Township.

Review the entirety of the Request for Bids for general rules, deadlines, and qualification requirements. All bids must be entirely completed for consideration.

All submitted proposals shall be completed with the qualifications of the Contractor and shall have the ability to meet the needs of the Colerain Township Board of Trustees.

Contractors must comply with the Davis-Bacon Act in the payment of prevailing federal minimum wage; demonstrate a good faith effort to achieve 10% Minority Business Enterprise participation; and Section 3 of the Housing and Urban Development Act of 1968, which requires opportunities for training and employment be made to lower income residents and contract work awarded to business concerns owned by lower income residents.

Please carefully review the enclosed Bid Documentation of the project. Interested bidders are asked to deliver a sealed envelope to the Colerain Township Administration Building before 2:00 pm at 4200 Springdale Road, by June 5, 2020.

No bids will be accepted after the 2:00pm, June 5, 2020 deadline.

II. Background

You are bidding on the opportunity to perform repair and maintenance on the first phase of the “**Colerain Township Maintenance Program – Phase 1.**”

Colerain Township’s Sidewalk Maintenance Program has been created to repair and maintain Colerain Township’s neighborhood sidewalks.



Colerain Township is allowing property owners the choice to repair the sidewalks at their own accord with an approved permit, or Colerain Township is performing the repair work and assessing the property taxes over five years.

The majority of the existing sidewalks located in Colerain Township were initially built during the same time the adjoining streets and homes were constructed. After several decades, these sidewalks require repair. The Sidewalk Maintenance Program is a yearly revolving project with the intent to complete repairs on all Colerain Township sidewalks.

There are two (2) areas that the program focuses on. They are located in the Northbrook and Groesbeck neighborhoods, approximately 1.5 miles apart. Maps of the two (2) locations are attached at the end of this Request for Bids. Both areas were chosen due to their proximity to crucial Township assets, including schools, libraries, and commercial destinations.

In May of 2019, Colerain Township conducted a sidewalk survey in the two project areas. During this inventory, all sidewalks blocks, including driveway aprons that were in a state of disrepair, were marked with **WHITE** paint, which will be visible during the repair to be completed by the selected Contractor. The total area of the sidewalk to be repaired is identified below. A list of all the properties contained within the survey is attached at the end of this Request for Bids.

Northbrook Neighborhood

- Total estimated area of repair
 - Sidewalk repair - ~4,674 sqft.
 - Driveway apron repair - ~2,004 sqft.

Groesbeck (Memory) Neighborhood

- Total estimated square footage
 - Sidewalk repair - ~2,639 sqft.
 - Driveway apron repair - ~740 sqft.

Please note that all property owners have the ability to opt-out of the program and complete their repairs by 4/30/2020. At the time this Request for Bids has been sent, seven (7) property owners have opted out of the program. Please note that maintenance not performed by opt-out property owners shall be completed within the contract.



III. Project Schedule

Project Schedule (Please note critical dates – all dates are end of business day):

- | | |
|---|------------|
| • Notification Letters Mailed to Property Owners | 11/26/2019 |
| • Opt-in / Opt-out Deadline | 2/1/2020 |
| • Board of Trustees Public Meeting | 5/12/2020 |
| BOT approve RFP | 5/12/2020 |
| • RFP Announcement Release | 5/13/2020 |
| ○ This is performed twice more (5/20, 5/27) | |
| • RFP Response Deadline (2pm) | 6/5/2020 |
| • RFP Unsealing (2:30pm) | 6/5/2020 |
| • Contract Approval | 6/23/2020 |
| • Initiate repair work | 6/24/2020 |
| • Estimated Project Completion & Final Walk Through | 9/1/2020 |

IV. Inquiries

To inquire about questions of this Request for Bids, please email or visit the office at;

Colerain Township Dept. of Planning, Zoning, and Enforcement
4200 Springdale Road
Cincinnati, OH 45220

Chris Cavallaro
ccavallaro@colerain.org

V. Objective

Repair or replace sidewalk block sections that have been damaged throughout the life of the existing sidewalk. This includes identifying the most cost-efficient solutions for each of the locations identified in the Scope of Work (**Section VI**).

Colerain Township is utilizing Community Development Block Grant (CDBG) Funds to assist with the initial cost of this construction project. Qualifications in addition to those set forth herein may be necessary as per the specifications required by the Hamilton County Community Development in coordination with the use of those aforementioned Community Development Block Grants.

For ease of submitting the proposal, the staff has prepared a one-page document that shall be completed and submitted with your proposal (**Section VI – Bid Document for “Sidewalk Maintenance – Phase 1”**).

The scope of the submittal should the following:

1. Provide estimate cost per square feet of total sidewalk repair.
2. Estimate cost per square feet of sidewalk between the driveway apron and driveway.
3. Total overall cost of the project.
4. A timeline to complete all the specifications of the project. The project shall begin on June 10, 2020.
5. All sidewalk and driveway aprons repair/construction shall meet requirements and standards set forth by Colerain Township.
6. Completed Community Development Block Grant (CDBG) documents.



VII. Submission of Bids

DEADLINE:

2:00 pm
June 5, 2020
4200 Springdale Road
Cincinnati, OH 45251

All proposals shall be delivered in a sealed envelope addressed as follows:

Sidewalk Maintenance – Phase 1 – Bid Document
ATTN: Chris Cavallaro
Colerain Township Planning, Zoning, and Code Enforcement
4200 Springdale Road
Cincinnati, OH 45251

**** NO ELECTRONIC SUBMISSIONS ACCEPTED****



Response Format

All proposals shall be submitted in the following format. Failure to abide by this format may result in the disqualification of the submission.

It is requested that all proposals be submitted in the following format to expedite the review and selection process.

1. Cover Letter – A cover letter signed by an individual who is authorized to submit the response to the Request for Proposals.
2. Experience with Public Sector – A listing of three comparable projects with a description of services rendered (including any required subcontracting). Please include the contact information.
3. List of Key Staff – A complete list of key personnel who will be involved with this project, including their experience and qualifications. Also, any key sub-contractors and their staff should be identified, if applicable.
4. Timeline – The estimated timeline for completion of the project.
5. Warranty Information – A listing of all applicable warranties for repair work conducted.
6. Cost Proposal/Fee Structure – Please provide a simple description or explanation of your firm's billing structure and how you would prefer to be paid for the work completed throughout the life of the project.
7. Legal Disclosure – Please disclose your firm's current legal and financial situation, including any bankruptcies filed; and, any material (over \$50,000) claims, judgments, arbitrations, or pending investigations or lawsuits.
8. Insurance Coverage – The Contractor shall furnish certificates of insurance in the following accounts. Comprehensive General Liability including premises/operations, contractual independent contractors, broad form property damage and personal injury. Limits of liability shall be combined bodily injury and property damage. Auto liability, including owned, non-owned and hired – limits of liability shall be combined bodily injury and property damage: \$1,000,000. Each occurrence: \$1,000,000 Aggregate. Excess Liability – Umbrella Form: \$1,000,000. Workers' Compensation Insurance – Limit of liability shall be the



statutory limits. State whether the sole proprietor and/or partners have elected to be included. The Contractor shall have a certificate issued showing the Town of Chaplin as an additional named insured for the duration of the contract. Certificates shall be filed with the town's agent before work is started and contain a thirty (30) day written notice of cancellation clause. All personnel on site shall follow ANSI and OSHA standards for personal protective equipment. Contractor shall be responsible for damages incurred to town or personal property within the work zone.

9. Conflicts of Interest – Responses must disclose any conflicts of interest to the accepting of an award of this contract by Colerain Township. If a conflict of interest exists, please detail how said conflict of interest would be rectified if said contract is awarded to your company.
10. Sample Contract – A copy of a sample agreement/contract. This will allow the Township to expedite the review/award process. Please include any proposed performance measures that will allow the Township to gauge the effectiveness of the contract in this document.
11. Other Information – A statement of any additional pertinent information that should be known to evaluate the proposal effectively.



General Bid Document for “Sidewalk Maintenance – Phase 1”

Company Name:

Company Address:

Primary Contact Name:

Primary Email:

Primary Phone:

Total Square Feet of Sidewalk Block _____

Total Square Feet of Driveway _____

Total Square Feet of Project _____

Total Quotation for Sidewalk Maintenance Project – Phase 1 \$ _____



VIII. Specifications of Project

All Proposals must include a completed **“Section 3 Action Plan.”** Please review and complete all items and necessary forms contained in the “Section 3 Action Plan” at the end of this document.

Pre-Project Meeting

The Contractor of the winning bid shall be required to attend a pre-project meeting with the Colerain Township Planning Department no later than ten (10) business days after the announcement of the winning bid.

Project Standards

Use class “c” concrete. The portion of sidewalk blocks between the driveway apron and driveway shall be 7” thick. Use ½ full depth expansion joint at the curb and both sides of the sidewalk (being at the driveway and at the apron). Sidewalk blocks outside of the driveway shall be 5” thick. Replace all existing expansion and tool joints.

If damage occurs to property unrelated to the areas included in the Scope of Work, it shall be the sole responsibility of the Contractor to perform repairs at the cost of the Contractor. Additionally, any damage to other property, including other sidewalks, utility poles, streets, or other infrastructure of property shall be the responsibility of the Contractor to replace at their expense.

Post-Project Standards

At the completion of the repair work, the Contractor shall meet with the Colerain Township Planning Department to finalize the Sidewalk Maintenance Program – Phase 1 repair.



Timeline

All work shall fall within the **Timeline**, as noted in **Section II - Background**. Repair work is expected to begin on June 24, 2020, and finish with a final inspection performance no later than September 1, 2020.

The Contractor shall perform all work between the hours of 8:00 am and 6:00 pm, Monday through Friday.

Updates shall be required to be given from the Contractor to the Colerain Township Planning Department once every 14-days until the completion of the repair work.

General Requirements

Following the award of the contract and before starting any work, the Contractor and the project manager shall meet with representatives from Colerain Township Planning and Zoning Department. The purpose of such a meeting is to review all restrictions and regulations governing the work. Any schedules, requests, papers, approvals, submittals, changes, etc., as called for in the Contract Documents shall be done at this time unless otherwise directed. The Contractor will be notified of the date, time, and place of the meeting.

Site Conditions

Before Bidding, the Contractor shall make a thorough review of the site and note pertinent bidding information as well as verify the Contract Documents as to their accuracy and completeness and record all relevant information.

The Contractor shall provide access to the property's driveway and any other street connections to the house located on the property. If the Contractor is unable to provide such access, a 72-hour notice shall be given to the affected property owner with a time estimation of loss of access.



Terms and Conditions

Colerain Township reserves the right to reject any or all proposals, to award contracts in whole or in part, or to waive any informalities or irregularities in the submitted proposals.

The response to this Request for Bids is entirely voluntary. The Request for Bids does not commit Colerain Township to award a contract, to pay any costs incurred in the preparation of a proposal to this Request, or to procure or contract for services or supplies.

Colerain Township may reject responses that do not meet the requirements of the Request for Proposals in any respect. Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Vendor, may be rejected. If in the opinion of Colerain Township, information was supplied that is intended to mislead Colerain Township, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected.

Colerain Township reserves the right to expand or reduce the work subject to negotiating with the successful contract. Colerain Township reserves the right to choose a company from the proposals or to further interview companies after proposals are submitted.

Colerain Township reserves the right to ask for additional information after proposals are received.

This Request for Bids is conditioned upon the availability of federal, state, or local funds, which are appropriated or allocated for payment of the proposed goods or services. If, during any stage of this Request for Bids process, funds are not allocated and available for the proposed services, the Request for Bids process will be canceled.

APPENDIX I

Required CDBG/Hamilton County Documents

****Please note that the completion of the following documents must be included with the submittal. Failure to include completed documents will disqualify an incomplete bid.****

SECTION 3 FREQUENTLY ASKED QUESTIONS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Hamilton County reserves the right to require sub-grantees, developers, and contractors to abide by the following Section 3 procurement procedures when awarding contracts for Section 3 covered projects.

WHAT ARE THE SECTION 3 GOALS?

1. Section 3 Businesses have a goal that 30% of the aggregate number of new hires shall be Section 3 Residents;
2. Hamilton County has a goal that 10% of all covered construction contracts shall be awarded to Section 3 Business Concerns.
3. Hamilton County has a goal that 3% of all covered non-construction contracts shall be awarded to Section 3 Business Concerns.

Efforts to meet these goals must be made to the greatest extent feasible and all efforts taken must be documented accordingly.

WHAT IS A SECTION 3 RESIDENT?

A Section 3 resident is a public housing resident or an individual who resides in the metropolitan area in which the Section 3 covered assistance is expended, and who is considered to be a low to moderate income person. This means that they make up to 80% of the Area Median Income (AMI). Persons must be certified as Section 3 Residents to count toward the goals listed above. Certification lasts for a period of 3 years.

2019 Greater Cincinnati Metro Area Income Limits

Median Income		1	2	3	4	5	6	7	8
80%	Low	\$ 45,550	\$ 52,050	\$ 58,550	\$ 65,050	\$ 70,300	\$ 75,500	\$ 80,700	\$ 85,900

WHAT IS A SECTION 3 BUSINESS CONCERN?

In order to be certified as a Section 3 business, one of the following criteria must be met:

- 51% or more of the business is owned by Section 3 Residents; or
- 30% of the business's permanent, full-time employees are certified Section 3 Residents; or
- The business provides evidence that it will subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to qualified Section 3 Business Concerns.

Certification lasts for a period of 3 years.

COMPLIANCE REQUIREMENTS

All contracts equal to or greater than \$50,000 must incorporate the Section 3 Clause (verbatim) [see 24 CFR Part 135.38]. All recipients submitting bids must submit a Section 3 Action Plan. This must include, at a minimum, the Action Plan (page 3), the Certification of Intent to Comply (page 4), and Checklists of Efforts to Comply with Section 3 (pages 6 and 7). All forms are included herein. Section 3 Summary Reports, pages 11 and 12, are to be submitted at the completion of the contract.

**Please refer to Hamilton County Planning + Development Section 3 Policies and Procedures for complete compliance requirements and to access a database of certified Section 3 businesses and residents, forms, and detailed information. The information can be found at the following link: http://www.hamiltoncountyohio.gov/government/departments/community_development/bid_docs_section_3*

SECTION 3 BUSINESS CONCERN PROCUREMENT & PREFERENCES

Hamilton County reserves the right to require sub-grantees, developers, and contractors to abide by the following Section 3 procurement procedures when awarding contracts for Section 3 covered projects. Specific procedures are discussed for each type of procurement method. For ALL procurement methods, when more than one qualified Section 3 business concern submits a bid or quote, the contracting party must provide preference to certified Section 3 business concerns according to the ranking below:

- a) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood where the Section 3 covered project is located
- b) Applicants selected to carry out DOL YouthBuild programs
- c) Other Section 3 business concerns in the Metropolitan Statistical Area
- d) The sub-grantee, developer, or contractor is responsible for providing documentation of its inability to find Section 3 business concerns under this preference structure.

Small Purchase (>\$1,000 - \$49,999)

Written quotations must be obtained from an adequate number of qualified sources (typically three).

At the time of solicitation, the parties must be informed of:

- The Section 3 covered contract to be awarded with sufficient specificity;
- The time within which quotations must be submitted; and
- The information that must be submitted with each quotation

The contract shall be awarded to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive quote, if it is reasonable and no more than ten percent (10%) higher than the quote from the lowest responsive non-Section 3 qualified business concern. If no responsive quote by a qualified Section 3 business concern is within ten percent (10%) of the lowest quote from any qualified source, the award shall be made to the source with the lowest and best quote.

Competitive Sealed Bids (≥\$50,000 – Construction)

Sealed bids should be used for all construction contracts or for goods that cost \$50,000 or greater. Bids shall be solicited from all businesses (Section 3 business concerns and non-Section 3 business concerns).

An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest and best responsive bid if that bid:

- Is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- Is not more than "X" higher than the total bid price of the lowest responsive bid from any qualified bidder. "X" is determined as follows:

When the lowest responsive bid is:	"X" = lesser of:
Less than \$100,000	10% of that bid or \$9,000
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1.5% of the lowest responsive bid

If no responsive bid by a Section 3 business concern meets the requirements listed above, the contract shall be awarded to a qualified bidder with the lowest and best responsive bid.

SECTION 3 ACTION PLAN

The Section 3 Action Plan is a requirement for contracting opportunities with Hamilton County Planning and Development and must be completed and submitted with your bid/proposal. **Failure to submit the Section 3 Action Plan will result in the bid/proposal being deemed non-responsive.**

NAME OF PROJECT: _____

DATE: _____

SUBMITTED BY:

Business Name: _____

Address: _____

Contact Information (phone/email): _____

PLEASE CHECK ONE OPTION BELOW:

- ☐ The business (listed above) is currently certified as a Section 3 Business Concern, they will submit:
 - Section 3 Action Plan (this page)
 - Evidence the business is certified

- ☐ The business (listed above) **IS NOT** certified, but **IS** seeking certification and **IS** submitting the Section 3 self-certification form with bid/proposal
 - >25% subcontracting is Section 3, they will submit:
 - Section 3 Action Plan (this page)
 - Certification of Intent to Comply (page 4)
 - Business Concern Contracting Strategies (page 7)
 - Self-Certification for Section 3 Business Concern (page 8)
 - Subcontracting Plan (page 10)
 - If awarded, at the end of the job, must submit Section 3 Summary Report (page 12)
 - >30% Section 3 Residents
 - Section 3 Action Plan (this page)
 - Certification of Intent to Comply (page 4)
 - Resident Hiring/Training Strategies (page 6)
 - Self-Certification for Section 3 Business Concern (page 8)
 - Self-Certification for Section 3 Resident for each resident, and a list of employees (page 9)
 - If awarded, at the end of the job, must submit Section 3 Summary Report (page 11)
 - 51% or more owned by Section 3 individuals
 - Section 3 Action Plan (this page)
 - Certification of Intent to Comply (page 4)
 - Self-Certification for Section 3 Business Concern (page 8)
 - Self-Certification for Section 3 Resident for each owner (page 9)
 - List of owners

- ☐ The business (listed above) **IS NOT** certified and **IS NOT** seeking certification
 - Section 3 Action Plan (this page)
 - If awarded, at the end of the job, must submit applicable Section 3 Summary Report (page 11-12)

CONTACT INFORMATION:

Boubacar Diallo
513-946-8214

Boubacar.Diallo@hamilton-co.org

Emily Carnahan
513-946-8232

Emily.carnahan@hamilton-co.org

CERTIFICATION OF INTENT TO COMPLY

We certify that we have received and read Hamilton County's Section 3 Policies and Procedures and are committed to comply with the plan, the Section 3 Act, and the Section 3 regulations. It is our desire to work together with HCPD to ensure compliance with Section 3 goals, to the greatest extent feasible, through the awarding of contracts to Section 3 business concerns, and through the employment and training of Section 3 Residents for new hires. We commit to include the Section 3 clause (on the next page) in all covered contract solicitations and commit to ensure that this Section 3 Action Plan is filled out and submitted for any additional subcontract over \$100,000.

We are committed to taking measures to make Section 3 business concerns and residents aware of contracting and hiring opportunities in connection with this Section 3 covered contract or in connection with the receipt of Section 3 covered assistance. We agree to provide a list of items that we will attempt to implement as part of our efforts to comply with Section 3 (see attached). We are committed to meeting (to the greatest extent feasible) the hiring and contracting goals listed below. We understand that the Section 3 Action Plan is subject to audit at anytime during the awarding of the contract through the duration of the contract by HCPD. In the event we are not able to hire/train Section 3 residents and/or contract with Section 3 business concerns, we understand that we will be required to document why we were unable to meet the numerical goals.

HIRING AND TRAINING GOALS

- a) **30%** of new hires shall be Section 3 Residents.

Anticipated number of new hires to complete project: _____

Anticipated number of Section 3 new hires to complete project: _____

CONTRACTING GOALS

Non-Section 3 business concerns and sub-grantees:

- b) **10%** of the total dollar amount of all Section 3 covered **construction** contracts shall attempt to be awarded to Section 3 business concerns; and,
c) **3%** of the total dollar amount of all Section 3 covered **non-construction** contracts shall attempt to be awarded to Section 3 business concerns.
d) The Subcontracting Plan must be filled out and submitted with bid/proposal.

Construction Contract total: \$ _____ 10% goal: \$ _____

Non-Construction Contract total: \$ _____ 3% goal: \$ _____

Section 3 business concerns certified under Category 3:

- e) Must provide evidence of a commitment to subcontract **in excess of 25%** of the dollar award of all subcontracts to be awarded to Section 3 business concerns. The Subcontracting Plan must be filled out and submitted with bid/proposal.

(f) Contract total: \$ _____ (g) Total amount to be: \$ _____ (h) 25% of (g): \$ _____
Subcontracted

SECTION 3 SUMMARY REPORT

We commit to providing a Section 3 Summary Report of persons hired and contracts awarded at the completion of each covered contract.

Name / Title (Contractor): _____

Signature: _____ Date: _____

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (Part 135.38):

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low to moderate income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C.** The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F.** Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G.** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 CHECKLIST OF EFFORTS TO COMPLY:
RESIDENT HIRING/TRAINING STRATEGIES

*To be completed by all **developers** and **contractors** generating hiring or training opportunities from contract. **Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.**

- ☐ Distribute flyers which identify positions to be filled, qualifications, and where to obtain additional information to:
 - Assisted housing developments and transitional housing in the neighborhood or service area of the Section 3 covered project
 - Resident councils, resident management corporations, resident organizations, churches, or other neighborhood organizations
 - Agencies administering federal, state, or locally funding training programs (JTPA, JOBS, School-to-Work), and employment service agencies and organizations
- ☐ Request the assistance of resident and community organizations in:
 - Notifying residents of training and employment positions to be filled
 - Conducting job interviews and completing and collecting job applications
- ☐ Sponsor or participate in job information meetings or job fairs in the neighborhood or service area of the Section 3 covered project
- ☐ Advertise vacancies through local media, such as television, radio, newspapers of general circulation and newsletters
- ☐ Undertake job counseling, education and related programs in association with local institutions
- ☐ Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents
- ☐ Establish pre-apprenticeship and apprenticeship training programs that are consistent with DOL requirements for Section 3 resident
- ☐ Request the assistance of agencies administering DOL YouthBuild programs in recruiting YouthBuild program participants for contractor's training and employment positions
- ☐ Employ Section 3 residents directly on either a permanent or temporary basis
 - ☐ Utilize the database of previously certified Section 3 residents for future employment positions (database can be accessed at the following website: https://www.cincinnati-oh.gov/noncms/cdap/section3/viewapps/directory_searchpubnew2.cfm)
- ☐ Incorporate into the contract (after selection of bidders but prior to execution of contracts), a negotiated provision for a specific number of Section 3 residents to be trained or employed on covered projects
- ☐ Coordinate economic development plans with the plans for housing and community development

Name / Title: _____

Signature: _____ Date: _____

SECTION 3 CHECKLIST OF EFFORTS TO COMPLY:
BUSINESS CONCERN CONTRACTING STRATEGIES

*To be completed by non-Section 3 business concerns and Section 3 business concerns certified under category 3. **Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.**

- ☐ Consider potential contractor's record of Section 3 compliance in determining their ability to perform successfully under the terms and conditions of proposed Section 3 contracts (e.g., past actions and plans for the pending contract)
- ☐ Ensure that Section 3 business concerns are notified of pending contracting opportunities by taking such steps as:
 - ☐ Informing business assistance agencies, minority contractors associations, resident organizations, and community organizations of opportunities
 - ☐ Providing written notice to known Section 3 business concerns of contracting opportunities that contains information on where to obtain additional information
 - ☐ Conducting pre-bid meeting with Section 3 business concerns
 - ☐ Advertising opportunities through trade association papers and local media (e.g., radio, newspapers and newsletters)
 - ☐ Notifying agencies administering DOL YouthBuild programs of opportunities
- ☐ Request the assistance of contractor's associations and resident community organizations in identifying Section 3 businesses that may solicit bids or proposals for contracts
- ☐ Follow up with Section 3 business concerns that have expressed interest in contracting opportunities by providing additional information
- ☐ Carry out workshops on contracting procedures and specific contract opportunities
- ☐ Advise Section 3 business concerns of assistance resources for obtaining bonding, lines of credit, financing or insurance
- ☐ Break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns
- ☐ Utilize the database of previously certified Section 3 business concerns – access database http://cincinnati-oh.gov/noncms/cdap/section3/viewapps/directory_searchpubnew2.cfm
- ☐ Establish programs designed to assist PHA residents in creating and developing resident-owned businesses
- ☐ Link Section 3 business concerns to support services
- ☐ Actively support joint ventures with Section 3 business concerns
- ☐ Coordinate Section 3 business list development within local jurisdictions

Name / Title: _____

Signature: _____ Date: _____

SELF-CERTIFICATION FOR SECTION 3 BUSINESS CONCERN

Hamilton County Planning and Development

(*DO NOT FILL OUT IF ALREADY CERTIFIED or If you are not interested in becoming certified)

I. BASIC INFORMATION

Name of Business/Company: _____

Address of Business: _____

Type of Business (corporation, partnership, sole proprietorship): _____

Owner/Official Representative: _____

Phone Number / Email address: _____

II. TYPE OF SECTION 3 BUSINESS CONCERN

The business listed above certifies that it qualifies as a Section 3 business concern under the check- marked category below:

- _____ 1) is 51% or more owned by Section 3 residents; or
_____ 2) whose permanent, full-time employees include persons at least 30% of whom are currently Section 3 residents; or
_____ 3) provides evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to qualified Section 3 business concerns

2019 Greater Cincinnati Metro Area Income Limits

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$45,550	\$52,050	\$ 58,550	\$ 65,050	\$ 70,300	\$ 75,500	\$ 80,700	\$ 85,900

Placing a check mark under category 1 or 2 implies that you (the official representative of the business) required each employee or owner to fill out the Section 3 Resident self-certification form, so that you could truthfully claim qualification under either category. Section 3 Resident certifications do not need to be submitted with this form, but MUST be kept in your business records. This certification is valid for a period of three (3) years.

III. VERIFICATION

The Company hereby agrees to provide, upon request, documents verifying the information provided above. The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made under the Freedom of Information Act. This applicant waives or releases any rights or claims it may have against the release of such information.

In addition, the applicant authorizes the information provided to be added to a database of Section 3 businesses, which will enable my business to receive notification of contracting opportunities for future Section 3 covered projects. I understand that this list may be accessed by Hamilton County, City of Cincinnati staff, Cincinnati Metropolitan Housing Authority staff, contractors, and developers working on Section 3 covered projects.

YES () NO ()

Under penalty of perjury, I certify that I am the _____ (title) of the company listed above; that I am authorized by the company to execute this affidavit on its behalf; that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____

SELF-CERTIFICATION FOR SECTION 3 RESIDENT

Hamilton County Planning and Development

(*DO NOT FILL OUT IF ALREADY CERTIFIED or If you are not interested in becoming certified)

ELIGIBILITY FOR PREFERENCE

A Section 3 resident seeking the preference in training and employment provided by this part shall certify that the person is a Section 3 resident, as defined in Section 135.5.

The undersigned represents and says under penalty of law, as follows:

- 1) My current address is: _____
- 2) I am a resident of public housing. **YES () NO ()**
If yes, list name of development: _____
- 3) The total number of individuals in my household (count any person living in household, not just family or those persons related to you) is: _____
- 4) Last year, the annual income for my household size was less than the amount listed in the table below: **YES () NO ()**
- 5) I have skills, training, or experience in the following area(s): _____

2019 Greater Cincinnati Metro Area Income Limits

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$45,550	\$52,050	\$ 58,550	\$ 65,050	\$ 70,300	\$ 75,500	\$ 80,700	\$ 85,900

I authorize the information above to be added to a database of Section 3 residents that will enable me to receive notice of employment and training opportunities for future Section 3 covered projects. I understand that this list may be accessed by Hamilton County staff, City of Cincinnati staff, Cincinnati Metropolitan Housing Authority staff, contractors, developers, and subcontractors working on Section 3 covered projects. **YES () NO ()**

This certification is valid for a period of three (3) years, after which, a new form will need to be completed to continue to receive preference for employment and training opportunities as a Section 3 Resident.

Under penalty of perjury, I certify that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____

SUBCONTRACTING PLAN

***Must be completed by non-Section 3 Business Concerns and by those businesses claiming Section 3 status under category 3.**

Businesses that claim Section 3 status under category 3 must provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet categories 1 or 2. By completing the spreadsheet below, your intent to meet this requirement will be evident. List all subcontractors that you plan on utilizing, the estimated contract amounts, and whether or not that business has been certified as Section 3 by HCPD, CMHA, or the City of Cincinnati. To access the database of currently certified Section 3 businesses please visit the following link: <http://www.cincinnati-oh.gov/community-development/neighborhood-development/section-3-program/>

Date Completed: _____ Submitted By: _____

Name/Address of project: _____

NAME OF SUBCONTRACTOR	TYPE OF CONTRACT	ESTIMATED CONTRACT AMOUNT	SECTION 3 BUSINESS CONCERN (Y / N)

Estimated amount to be subcontracted: \$ _____

Estimated amount to be subcontracted to Section 3 businesses: \$ _____

% Section 3 subcontracts of total subcontracts: _____

SECTION 3 SUMMARY REPORT

SECTION 3 RESIDENTS

***To be submitted to Hamilton County Community Development, upon completion of each contract by all non-Section 3 business concerns, sub-grantees, and Section 3 business concerns certified under category 3.**

Date Completed: _____ Submitted By: _____

Reporting Period Dates: _____ to _____

Name/Address of project: _____

PERSON HIRED	POSITION HIRED	SECTION 3 RESIDENT (Y / N)	DATE OF HIRE	FULL TIME / PART TIME

Outreach efforts taken for each person hired:

Total Number of Full-time (FT) persons hired: _____

Total Number of Full-time (FT) Section 3 Residents hired: _____

SECTION 3 SUMMARY REPORT
SECTION 3 BUSINESS CONCERNS

***To be submitted to Hamilton County Community Development upon completion of each contract by all non-Section 3 business concerns, sub-grantees, and Section 3 business concerns certified under category 3.**

Date Completed: _____ Submitted By: _____

Reporting Period Dates: _____ to _____

Name/Address of project: _____

BUSINESS AWARDED CONTRACT	TYPE OF CONTRACT	SECTION 3 BUSINESS CONCERN (Y / N)	DATE OF AWARD	AMOUNT OF CONTRACT

Outreach efforts taken for each contract awarded:

Total **Construction** Dollars Contracted: _____

Total **Construction** Dollars to Section 3 Business Concerns: _____ % of Total: _____

Total **Non-Construction** Dollars Contracted: _____

Total **Non-Construction** Dollars to Section 3 Business Concerns: _____ % of Total: _____

SUBCONTRACTOR APPROVAL REQUEST - Community Development Block Grant Program



HAMILTON COUNTY

Planning +
Development

Any substitution of subcontractors must be approved by Hamilton County Community Development.

REMINDER: If the contract is over \$25,000, the prime must make efforts to contract with MBE firms. If the contract is over \$50,000, the prime must make efforts to contract with MBE and Section 3 firms.

Project Name: _____

Subcontractor 1: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ____ No ____ Is firm a Section 3 business? Yes ____ No ____

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: ____

Subcontractor 2: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ____ No ____ Is firm a Section 3 business? Yes ____ No ____

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: ____

Subcontractor 3: _____ Phone: _____

Subcontractor Representative: _____ Title: _____

Is firm certified as an MBE/WBE? Yes ____ No ____ Is firm a Section 3 business? Yes ____ No ____

Description of Work: _____ Subcontract Amount: _____ % of total subcontracts: ____

Please attach agreements with subcontractors.

If none of the above subcontractors are MBE firms, please describe the effort and outreach you made to attempt to subcontract with MBE firms:

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

Name of MBE firm: _____ Type of Work: _____ Date & Method Contacted: _____

I hereby acknowledge my understanding of the Minority Business Enterprise requirements for this project and certify that information provided is an accurate account of my firm's efforts to secure MBE participation for this project. I further understand that should my firm be the lowest and best bidder, we will be required to secure Minority Business Enterprise participation of 10% or more in the project or demonstrate a good faith effort by outreaching MBE's for subcontracts, materials and supplies. Failure to achieve 10% MBE participation or to document a good faith effort will result in the firm being ineligible for contract award.

Prime Contractor Signature: _____ Date: _____

Hamilton County, Ohio
Community Development Block Grant Program

CERTIFICATION – FEDERAL LOBBYING PROHIBITION DISCLOSURE

The undersigned certifies, to the best of their knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certified this ____ day of _____, 20____.

By: _____ Representing: _____
(Typed Name and Title) (Firm or Agency)

Signature: _____

Executive Order 11246 EQUAL OPPORTUNITY CLAUSE

Projects funded (in whole or in part) under the Hamilton County CDBG Program are subject to Executive Order 11246. The "Nondiscrimination Clause" must be incorporated in each contract with a developer, supplier, prime contractor or subcontractor at any tier of the project.

NONDISCRIMINATION CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Additionally, the contractor will comply with the Department of Labor Regulations at 41 CFR Part 60-4 – Construction Contractors – Affirmative Action Requirements.

Section 109 of Title I of the Housing and Community Development Act of 1974

Projects funded (in whole or in part) under the Hamilton County CDBG Program are subject to the nondiscrimination clause of the Housing and Community Development Act of 1974 applies to all sections of Title I of the Act.

It states that:

No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in section 794 of title 29 shall also apply to any such program or activity.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
RENEWAL ASSISTANCE ADMINISTRATION
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
Part II – Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

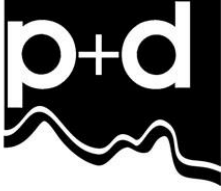
Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contractor is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.
3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder, such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Personnel.
 - a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.
 - b. All the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
 - c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276 c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him/her an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.
8. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he/she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.
10. Compliance with Federal, State and Local Laws. The Contractor shall comply with all applicable laws, regulations, ordinances, and codes of Federal, State and local governments and agencies, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency. Provided, however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.
13. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
14. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.
16. Interest of Contractor. The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
17. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.



HAMILTON COUNTY

Planning + Development

138 E COURT ST., RM 1002
CINCINNATI, OH 45202-1296

GENERAL INFORMATION

(513) 946-4550

www.hamiltoncountyohio.gov/pd

Director

James Noyes

Divisions

Chief Building Official
Bruce Crase, CBO

Community Development
Joy Pierson

Community Planning
Steve Johns, AICP

Land Use + Zoning
Bryan Snyder, AICP

Stormwater + Infrastructure
Mohammad Islam, PE

**Board of County
Commissioners**

Denise Driehaus
Stephanie Summerow Dumas
Victoria Parks

Verification of Receipt of All Documents

The Undersigned Official acknowledges receipt of the following documents as required by the US Department of Housing and Urban Development (HUD) for projects funded by the Community Development Block Grant (CDBG) Program. I understand that not all regulations may apply to the project on which I am bidding.

- 10. Federal Contract Compliance Responsibilities
- 4. Minority Business Enterprise (MBE) requirements
- Federal Lobbying Prohibition Disclosure
- 6. Equal Opportunity Requirements
- 8. Federal Labor Standards Provisions
- 10. Contract CDBG Terms and Conditions

Company Name

Project Name

Printed Name

Title or Position

Signature

Date

IMPORTANT NOTICE TO BIDDERS

FEDERAL CONTRACT COMPLIANCE RESPONSIBILITIES

1. **Davis Bacon Minimum Wage and Federal Labor Standards**

For contracts of \$2,000 or more the contractor and all his subcontractors are obligated to pay their employees the minimum wages and benefits as set forth in the wage decision included in the bid/contract document. In addition, the contractor must abide by the various federal labor standards provisions also included in the bid/contract documents. Weekly payroll reports must be submitted by the contractor and his subs (Form 76HC or its equivalent, i.e. computer prepared payrolls with identical information).

2. **Federal Equal Opportunity Guidelines**

For contracts of \$10,000 or more the contractor and all his subcontractors are obligated to equal opportunity employment standards. Specifically, employment practices for the prime contractor and his subcontractor are covered by Executive Order 11246, prohibiting discrimination.

3. **Section 3**

Section 3 compliance is required for all contracts that are \$50,000 or greater. The Section 3 Action Plan (attached) must be filled out completely by all contractors submitting a bid. Section 3 provides for a preference in awarding the bid, so any Section 3 paperwork not completed will deem the bid non-responsive. For complete Section 3 Policies and Procedures please visit the following link and then Click on "For Small Businesses and Contractors" on the left side of the page:

http://www.hamiltoncountyohio.gov/government/departments/community_development/

4. **Minority Business Enterprise Participation**

Executive Order 11625 and OMB A-102 Attachment O, Section 9 requires affirmative action be taken to ensure MBE participation in federally funded contracts. A MBE participation goal of 10% has been established for Hamilton County Community Development funded contracts. For contracts of \$25,000 or more, the prime contractor is required to document 10% MBE participation or a good faith effort to obtain such participation.

At the minimum, a good faith effort consists of a general contractor identifying and listing all work, materials and services that will not be directly supplied by his own firm. Qualified minority firms (listings available at www.mbe.ohio.gov) must then be contacted to provide quotes for needed subcontracts, materials, or services. A contractor will be required to document his MBE outreach and demonstrate that qualified MBE firms were not available, or did not provide competitive prices for subcontracts, materials, or services. Failure to achieve 10% MBE participation or clearly document a good faith effort will result in the contractor being ineligible for contract award.

"General Decision Number: OH20200010 01/03/2020

Superseded General Decision Number: OH20190010

State: Ohio

Construction Type: Residential

County: Hamilton County in Ohio.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* BROH0018-007 06/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 28.66	14.66

ELEC0212-004 06/03/2019		

	Rates	Fringes
ELECTRICIAN.....	\$ 30.18	18.89

ENGI0018-027 05/01/2019		

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 37.02	15.20

ENGI0066-026 06/01/2017		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 22.08	19.66

LAB00265-004 06/01/2018		

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 20.25	16.20

* PAIN0707-001 05/01/2019		

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 23.91	16.55

PLAS0109-006 05/01/2018		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.86	17.11

SFOH0669-007 04/01/2019		

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.78	23.55

SHEE0033-016 06/01/2019		

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 31.37	25.19

SUOH2012-009 07/20/2012		

	Rates	Fringes
CARPENTER.....	\$ 27.29	0.00
LABORER: Common or General.....	\$ 23.40	0.00
OPERATOR: Backhoe/Excavator.....	\$ 25.25	9.38
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 29.49	11.16
PLUMBER.....	\$ 20.00	5.52
ROOFER.....	\$ 19.22	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"



APPENDIX II

Address List

GROESBECK (MEMORY) NEIGHBORHOOD



MEMORY NEIGHBORHOOD

ADDRESS	STREET	SIDEWALK SQFT	DRIVEWAY SQFT
7136	Memory	10	0
7156	Memory	40	0
7170	Memory	40	0
7184	Memory	0	20
7208	Memory	20	0
7224	Memory	80	0
7230	Memory	40	0
7238	Memory	44	0
7242	Memory	44	0
7264	Memory	40	0
7280	Memory	20	0
7294	Memory	28	0
7298	Memory	20	20
7299	Memory	20	0
7281	Memory	40	20
7273	Memory	60	0
7265	Memory	60	20
7253	Memory	44	0
7233	Memory	10	40
7227	Memory	30	0
7219	Memory	0	48
7211	Memory	40	0
7197	Memory	60	0
7165	Memory	16	0
7149	Memory	20	48
7133	Memory	24	0
7117	Memory	0	20
7100	Swirlwood	0	48
7148	Swirlwood	16	0
7180	Swirlwood	56	0
7200	Swirlwood	20	0
7212	Swirlwood	0	24
7278	Swirlwood	40	0
7265	Swirlwood	32	0
7239	Swirlwood	20	0
2600	Jonrose	8	0
2601	Jonrose	64	0
7141	Swirlwood	40	0
7125	Swirlwood	16	44
7113	Swirlwood	20	0
7170	Longwood	32	16
7188	Longwood	32	36
7220	Longwood	0	16
7230	Longwood	40	0
7201	Longwood	20	32

7165	Longwood	40	0
7177	Longwood	16	0
2832	Jonrose	20	20
7234	Jamerine	20	0
7250	Jamerine	0	20
7266	Jamerine	64	0
7274	Jamerine	32	0
7282	Jamerine	44	0
7289	Jamerine	12	0
7271	Jamerine	76	0
7261	Jamerine	32	0
7253	Jamerine	24	0
7245	Jamerine	32	0
7239	Jamerine	20	0
7231	Jamerine	16	0
7213	Jamerine	64	0
2844	Jonrose	20	0
2754	Jonrose	0	68
2808	Jonrose	40	0
7200	Memory	20	0
2650	Jonrose	20	0
2686	Jonrose	36	20
7201	Longwood	52	0
2722	Jonrose	20	0
2742	Jonrose	0	20
2754	Jonrose	20	0
2770	Jonrose	40	0
2778	Jonrose	60	0
2786	Jonrose	20	40
2856	Jonrose	30	0
2862	Jonrose	66	0
2868	Jonrose	20	0
2865	Jonrose	20	20
2859	Jonrose	20	0
2841	Jonrose	20	0
2833	Jonrose	40	20
2825	Jonrose	20	0
2819	Jonrose	20	0
2765	Jonrose	20	0
2741	Jonrose	60	0
2723	Jonrose	16	0
7165	Longwood	20	0
2685	Jonrose	60	0
2659	Jonrose	20	0
7198	Memory	20	0
		2,638.00	680.00

NORTHBROOK NEIGHBORHOOD



0 250 500 1000 1500 2000

ESRI, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS,
USDA, USGS, AeroGRID, IGN, and the GIS User Community

NORTHBROOK NEIGHBORHOOD

PARCEL	ADDRESS	STREET	SIDEWALK SQFT	DRIVEWAY SQFT
051001120206	9936	Loralinda	40	0
051001120204	9928	Loralinda	40	0
051001120203	9924	Loralinda	40	0
051001120202	9922	Loralinda	40	40
051001120199	9912	Loralinda	80	40
051001120198	9902	Loralinda	20	20
051001120196	9892	Loralinda	56	0
051001120194	9878	Loralinda	0	40
051001120191	9866	Loralinda	20	0
051001120190	9862	Loralinda	20	0
051001120188	9854	Loralinda	56	0
051001120187	9850	Loralinda	20	0
051001120207	9844	Loralinda	20	0
051000410019	9834	Loralinda	120	0
051000410021	9824	Loralinda	60	40
051000410024	9808	Loralinda	20	0
051000520424	9784	Loralinda	40	0
051000520426	9768	Loralinda	60	0
051000520427	9760	Loralinda	40	0
051000520429	3195	Deshler	20	0
051000520430	9728	Loralinda	0	44
051000520431	9710	Loralinda	24	40
051000520433	9670	Loralinda	20	0
051000520434	9658	Loralinda	116	0
051000520399	9646	Loralinda	60	0
051000520236	3198	Laverne	80	0
051000520239	9540	Loralinda	114	0
051000520252	9510	Loralinda	10	0
051000520259	9490	Loralinda	20	0
051000520493	3191	Deshler	20	0
051000520494	3183	Deshler	20	0
051000520495	3175	Deshler	0	40
051000520496	3163	Deshler	60	0
051000520497	3153	Deshler	20	0
051000520498	3139	Deshler	60	0
051000520499	3131	Deshler	20	0
051000520500	3119	Deshler	0	20
051000520502	3105	Deshler	20	0
051000520503	3095	Deshler	20	0
051000520442	3081	Deshler	40	0
051000520443	3082	Deshler	20	0
051000520479	3090	Deshler	20	44
051000520480	3098	Deshler	0	40
051000520481	3106	Deshler	20	0
051000520484	3128	Deshler	50	0

051000520485	3136	Deshler	90	40
051000520486	3142	Deshler	40	0
051000520487	3150	Deshler	40	0
051000520490	3172	Deshler	20	20
051000520491	3180	Deshler	20	0
051000520512	3185	Palmyra	40	0
051000520510	3167	Palmyra	48	0
051000520508	3150	Palmyra	32	0
051000520507	3160	Palmyra	16	40
051000520506	3168	Palmyra	0	44
051000520505	3178	Palmyra	20	20
051000520504	3186	Palmyra	80	0
051000520442	3081	Deshler	50	0
051000520401	9590	Loralinda	10	0
051000520478	3193	Elkhorn	30	0
051000520477	3187	Elkhorn	40	0
051000520473	3163	Elkhorn	40	0
051000520471	3151	Elkhorn	40	40
051000520469	3139	Elkhorn	20	0
051000520467	3129	Elkhorn	0	40
051000520464	3113	Elkhorn	40	0
051000520463	3105	Elkhorn	0	40
051000520456	3138	Elkhorn	76	40
051000520455	3144	Elkhorn	32	0
051000520453	3156	Elkhorn	24	0
051000520452	3162	Elkhorn	40	0
051000520451	3168	Elkhorn	0	40
051000520400	9620	Loralinda	20	0
051000520239	9540	Loralinda	60	0
051000520240	3187	Laverne	64	0
051000520241	3175	Laverne	10	0
051000520242	3163	Laverne	62	0
051000520243	3151	Laverne	56	16
051000520244	3137	Laverne	20	20
051000520245	3125	Laverne	20	0
051000520206	3101	Laverne	60	0
051000520207	3087	Laverne	44	0
051000520208	3075	Laverne	40	0
051000520209	3063	Laverne	20	20
051000520210	3051	Laverne	20	0
051000520211	3037	Laverne	0	40
051000520212	3025	Laverne	60	0
051000520164	2985	Laverne	20	60
051000520165	2975	Laverne	0	40
051000520168	2949	Laverne	0	40
051000520170	2958	Laverne	0	40
051000520171	2966	Laverne	0	40

051000520173	2982 Laverne	40	40
051000520174	2990 Laverne	20	40
051000520175	3000 Laverne	0	40
051000520197	3024 Laverne	60	40
051000520198	3036 Laverne	10	0
051000520199	3050 Laverne	30	0
051000520201	3074 Laverne	40	20
051000520202	3086 Laverne	20	20
051000520203	3100 Laverne	20	0
051000520204	3112 Laverne	20	0
051000520230	3124 Laverne	40	0
051000520234	3174 Laverne	20	0
051000520235	3186 Laverne	0	0
051000520236	3198 Laverne	72	0
051000520263	3151 Hyannis	0	20
051000520264	3137 Hyannis	40	0
051000520265	3125 Hyannis	0	20
051000520224	3075 Hyannis	20	0
051000520227	3037 Hyannis	40	0
051000520228	3025 Hyannis	20	40
051000520181	2979 Hyannis	20	0
051000520184	2947 Hyannis	116	40
051000520188	2905 Hyannis	20	0
051000520189	2895 Hyannis	40	40
051000520190	2885 Hyannis	20	0
051000520132	2851 Hyannis	64	40
051000520134	2831 Hyannis	0	20
051000520135	2821 Hyannis	20	40
051000520532	2704 Hyannis	0	72
051000520116	2740 Hyannis	40	40
051000520120	2798 Hyannis	60	0
051000520128	2856 Hyannis	40	40
051000520129	2868 Hyannis	108	0
051000520158	2934 Hyannis	0	40
051000520159	2944 Hyannis	60	40
051000520162	2988 Hyannis	80	0
051000520213	3024 Hyannis	20	40
051000520214	3036 Hyannis	40	0
051000520219	3100 Hyannis	80	0
051000520220	3112 Hyannis	16	0
051000520246	3124 Hyannis	0	40
051000520248	3150 Hyannis	20	40
051000520249	3162 Hyannis	60	40
051000520252	9510 Loralinda	40	0
		4,586	1,940

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution Extending the Emergency Declaration in Colerain Township

Recommend adoption of a resolution extending the emergency declaration in Colerain Township.

Rationale:

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in emergency session at _____ p.m., on the 12th day of May, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING A STATE OF EMERGENCY DUE TO COVID-19

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a respiratory disease that can result in serious illness or death, which is caused by the SARS-CoV-2 virus that is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

WHEREAS, due to the discovery of, and increases in, confirmed COVID-19 cases existing within the State of Ohio, Colerain Township, Hamilton County, Ohio, is being affected by the COVID-19 in a manner which could endanger the health, safety, and welfare of persons within the border of Hamilton County, Ohio; and

WHEREAS, on January 31, 2020, Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, Ohio Governor DeWine issued Executive Order # 2020-01D on March 9, 2020, designed to protect the well-being of Ohioans from the dangerous effects of COVID-19 which declared a state of emergency in Ohio due to the COVID-19 pandemic; and

WHEREAS, the State of Ohio announced its first case of community acquired COVID-19 on March 11, 2020; and

WHEREAS, the health risks created by those exposed to COVID-19 along the need to limit large gatherings of persons per state and local guidance have created a number of issues, problems, and difficulties for the Township Administration in being able to properly complete its duties in an effective, efficient, and timely manner to address this global pandemic within the Township; and

WHEREAS, the event may exceed all locally available public and private resources available to alleviate the effects of this emergency; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Township to take the necessary actions to prevent COVID-19 from spreading and to protect the health, welfare, and safety of the citizens of the Township.

NOW, THEREFORE, BE IT RESOLVED that the Colerain Township, Hamilton County, Ohio Board of Trustees declares a state of emergency exists in Colerain Township related to the COVID-19 pandemic and hereby invokes and declares under authority provided by the Ohio Constitution and Ohio Revised Code including, but not limited to, RC. Chapter 5502, that the following actions have been determined to be taken in order to protect the health, safety, and welfare of the residents of Colerain Township, Hamilton County, Ohio.

BE IT FURTHER RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. Pursuant to ORC 5705.41(D)(1) and the Colerain Township Purchasing Policy, given this emergency situation the Board of Township Trustees authorizes the use of then-and-now certificates when necessary to purchase supplies, materials and other goods and services so as not to impede an expedited response to the Public Health Emergency; and
2. The Township rescinds Section 2 of Resolution 12-20 which modified Paid Time Off Policy #1.9. Colerain Township will comply with and hereby adopts the Covid-19 Paid Sick Leave Policy and the Covid-19 Expanded Family and Medical Leave Policy which are attached hereto and incorporated herein by reference.
3. All non-essential employee travel is to be discontinued until further notice.
4. In the event that the Township Administrator is incapacitated, the Assistant Township Administrator shall assume the responsibilities and is duly authorized to act as the interim Township Administrator. In the event that both the Township Administrator and the Assistant Township Administrator are incapacitated, the Chief of Police shall assume the responsibilities and shall be duly authorized to act as the interim Township Administrator.
5. The Colerain Township Senior Center shall be closed until further notice.
6. All hall rentals in the Community Center expecting more than 10 people are encouraged to reschedule, in accordance with Governor DeWine's Guidance.
7. As long as the state of emergency is in place, Colerain Township will follow all orders from the State of Ohio and Hamilton County.
8. All Zoning Commission and Board of Zoning Appeals meetings will be suspended throughout the duration of this resolution.

BE IT FURTHER RESOLVED that the State of Emergency shall end on May 29-2020 unless renewed by a majority vote of this Board.

BE IT FURTHER RESOLVED that it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that

resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

BE IT FURTHER RESOLVED that the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

BE IT FURTHER RESOLVED That this Resolution shall be effective at the earliest date allowed by law.

Mr. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Rajagopal _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this 12th day of May, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of May, 2020.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution Of Necessity For Levying A Tax Exceeding Ten-Mill Limitation For The Fire Department Of The Township

Recommend approval of a resolution directing the Township Administrator to request the County Auditor to certify rates for a levy in excess of the ten-mill limitation at a millage to be determined by the Trustees.

Rationale:

At the April 14, 2020 meeting of the Board of Trustees, Chief Cook gave a presentation on the needs assessment conducted by his department. At the April 28, 2020 meeting of the Board of Trustees, Chief Cook and Assistant Township Administrator Jeff Weckbach gave a presentation on several financial scenarios for funding the Department of Fire and EMS through various property tax levy scenarios or various service level decreases. If the Board selects a funding scenario in which a property tax levy increase is warranted, the rates of the levy must be certified by the Hamilton County Auditor. before it can be placed on the ballot in November. This Resolution would request that the Auditor to certify the levy rates.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 12th day of May, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger and Matthew Wahlert

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____-20

RESOLUTION OF NECESSITY FOR LEVYING AN ADDITIONAL TAX EXCEEDING TEN-MILL LIMITATION FOR THE FIRE DEPARTMENT OF THE TOWNSHIP

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of Colerain Township, Hamilton County, Ohio; and

WHEREAS, a resolution declaring the necessity of levying a tax under Ohio Revised Code 5705.19 outside the ten-mill limitation must be passed and certified to the county auditor of Hamilton County in order to permit the Board of Trustees to consider the levy of such a tax and must request that the county auditor certify to the Board of Trustees the total current tax valuation of Colerain Township and the dollar amount of revenue that would be generated by the tax; and

WHEREAS, Ohio Revised Code 5705.19(I) provides that a taxing authority may levy a continuing tax for the purpose of providing for the fire services of the township and its residents; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. The Board specifically finds and hereby determines that it is necessary to levy an additional tax in excess of the ten-mill limitation for the benefit of Colerain Township for the purpose of providing for the Fire Department of the township, pursuant to section 5705.19(I) of the Revised Code, at a rate of ____ mills for each one dollar of valuation, which amounts to _____ (\$.____) for each one hundred dollars (\$100.00) of valuation; and
2. The Colerain Township Board of Trustees hereby orders that the levy be placed upon the tax lists, in compliance with Ohio Revised Code section 5705.34, for a continuing period pursuant to Revised Code Section 5705.19(3)(a), if a majority of the electors voting thereon vote in favor thereof; and
3. The proposed tax is an additional levy. The additional tax levy is authorized by the provisions of Ohio Revised Code Section 5705.19(I) and would be levied upon the entire territory (both incorporated and unincorporated areas) of Colerain Township, Hamilton County, Ohio; and

4. The Colerain Township Board of Trustees hereby orders that the question of such tax levy shall be submitted to the electors of Colerain Township at the general election to be held therein on November 3, 2020; and

5. The proposed additional tax levy shall be placed upon the tax list and duplicate of 2020 for collection in 2021, if a majority of the electors voting thereon vote in favor thereof; and

6. That the Clerk is hereby directed to certify a copy of this resolution to the Hamilton county auditor and Board of Elections, Hamilton County, Ohio. The Board of Trustees hereby requests that the county auditor certify to this Board of Trustees the total current tax valuation of Colerain Township and the dollar amount of revenue that would be generated by the tax levy if approved by the electors.

7. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

8. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

9. That this Resolution shall be effective at the earliest date allowed by law.

Mr. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Rajagopal_____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this 12th day of May, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 12th day of May, 2020.

Jeff Baker
Colerain Township Fiscal Officer

CONSENT ITEMS

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Authorize the Hiring a Seasonal Fire Hydrant Maintenance Worker – Fire & EMS

Recommend and request authorization to hire Shane McNally as a Seasonal Fire Hydrant Maintenance Worker.

Rationale:

The position of Seasonal Fire Hydrant Maintenance Worker was posted, applications were received and an interview conducted. A conditional offer of employment was extended to the following individual: Shane McNally. Mr. McNally served in this position during 2019.

The wage for this job is \$11.00 per hour for no more than 30 hours per week through the season. Contingent upon Board approval, Mr. McNally will begin work on May 17, 2020.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval [Click or tap here to enter text.](#)
☐ Reconfiguration of position - Date of Trustee Approval [Click or tap here to enter text.](#)
☐ Replacement existing vacancy

Job Code: [Click or tap here to enter text.](#) Position Number: [Click or tap here to enter text.](#)

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☐ Part Time ☒ Temporary/Seasonal ☐ FLSA Non-Exempt ☐ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Shane McNally

Hourly rate: \$11.00 Employee Supervisor: David Strittholt

Min/Max hours/week: 30 max.

Proposed start date: May 17, 2020 Eligibility Date: [Click or tap here to enter text.](#)

Tentative schedule of hours: [Click or tap here to enter text.](#)

Does this position supervise staff? ☐ Yes ☒ No

Comments: Fire hydrant maintenance worker

Department Head Name: Frank Cook

Signature: **F.W. Cook**

Date: 5/1/2020

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: [Click or tap here to enter text.](#)

Administrator Signature: [Click or tap here to enter text.](#)

Date: [Click or tap here to enter text.](#)

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

- ☐ Township Website
- ☐ Internal Bulletin Board
- ☐ Social media
 - ☐ Facebook
 - ☐ LinkedIn
 - ☐ Twitter
 - ☐ Other
- ☐ Newspapers
- ☐ Other job boards

Hiring Process Timeline:

Date of initial posting: Click or tap here to enter text.

Date posting closed: Click or tap here to enter text.

Interview Committee: Click or tap here to enter text.

Interview dates: Click or tap here to enter text.

Number of applications: Click or tap here to enter text.

Number of candidates interviewed: Click or tap here to enter text.